

TENDER SPECIFICATIONS

*Monitoring of the application of the compliance by audiovisual media service providers in the Member States with the provisions of Chapter IIa (Article 3e-3g) and Chapter IV of the Audiovisual Media Services Directive (Framework Service Contract) **SMART 2008/0001***

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1 CONTEXT

The relevant legal framework for the monitoring is the " Directive 89/552/EEC of 3 October 1989 (<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:31989L0552:EN:NOT>), as amended by Directive 2007/65/EC of the European Parliament and of the Council of 11 December 2007 (http://eur-lex.europa.eu/LexUriServ/site/en/oj/2007/l_332/l_33220071218en00270045.pdf)¹, (hereafter called the "Audiovisual Media Services" or "AVMS" Directive.

The amending Directive has entered into force on 19 December 2007. Member States have until 19 December 2009 to bring into force the laws, regulations and administrative provisions necessary to comply with the additional provisions it contains. Therefore, unless they have already implemented the provisions of the Audiovisual Media Services Directive resulting from Directive 2007/65 before 19 December 2009, Member States are supposed, before this date, to comply exclusively with the rules already contained in the Directive before its last modification in 2007 and which, in substance, have not been amended by said Directive 2007/65 (hereafter referred to as the "TWF² rules")³. As from 19 December 2009, all Member states must have implemented and made effective, not only the remaining TWF rules on television advertising but also the other rules on advertising and, more broadly on audiovisual commercial communications contained in the AVMS Directive (hereafter referred to as the "new AVMS rules").

In this context, the following provisions are, amongst others, considered to fall in the category of "TWF" rules:

- rules relating to the content of advertising such as the provisions concerning alcohol advertising still being covered by Article 15;
- rules relating to the presentation of advertising, such as the prohibition of surreptitious advertising and the ban on the use of subliminal techniques formerly contained in Article 10(3 and 4) and now covered by 3e(1)(a) and (b), television advertising being a subcategory of the audiovisual commercial communications concerned by this provision;
- other rules related to the content of advertising such as the provisions safeguarding the interests of minors (former Article 16 now covered by Article 3e(1)(g)), the ban on tobacco advertising (former Article 13 now covered by Article 3e(1)(d)) and advertising for medicines under prescription (former Article 14(1) now covered by Article 3e(1)(f)), the protection of human dignity and essential principles such non discrimination (former Article 12 now covered by Article 3e(1)(c))⁴;
- rules on sponsorship to the extent that they apply to broadcast services (former Article 17 now covered by Article 3f);

¹ Previously amended by Directive 97/36/EC of the European Parliament and of the Council of 30 June 1997 (<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:31997L0036:EN:NOT>)

² Television without Frontiers, which corresponds to the title of the Directive before the entry into force of Directive 2007/65.

³ In this case the analysis will already cover all old and new rules on audiovisual commercial communications, which are contained in the Audiovisual Media Services Directive.

⁴ While these new provisions extend to all audiovisual commercial communications, television advertising is subset of audiovisual commercial communications and the rules in substance are exactly the same as the ones specifically addressed to television advertising in the former text of the Directive.

- quantitative rules such as the limit of 20% of advertising spots and teleshopping spots within a given clock hour (former Article 18(2), which has become Article 18(1))⁵;
- rules on insertion contained in current Article 11, including paragraph 2. Such provisions being more flexible than the earlier ones should be considered at European level to be the minimum rules to be complied with in the interim period between the adoption of the amending Directive and the implementation of the new rules.

Following provisions are amongst others considered to fall in the category of the new AVMS rules:

- qualitative rules applicable to audiovisual commercial communications (such as the rules on sponsorship, non discrimination, respect for human dignity, restrictions on promotional messages for alcohol, etc.) to the extent that they apply to messages (accompanying or included in on demand services) not falling under the application of the Directive before its modification in 2007;
- rules on product placement (article 3g);
- encouragement of co-and/or self-regulatory regimes (Article 3(7));

According to Article 2(1) of the Directive, Member States shall ensure that Audiovisual Media services transmitted by media service providers under their jurisdiction comply with the rules of the system of law applicable to audiovisual media services intended for the public in that Member State. Article 3(6) provides that Member States shall ensure, by appropriate means, that media service providers under their jurisdiction effectively comply with the provisions of this Directive. Pursuant to this latter provision, Member States shall not only bring into force the laws, regulations and administrative provisions necessary to comply with the Directive, they also have to ensure that such implementing provisions are effectively complied with. At present, this obligation contained in Article 3(6) (formerly in Article 3(2)) applies only in respect of the broadcasters and to the extent that the TWF rules referred to above are concerned. As from 19th December 2009, Member States will have to ensure the effective application of all the rules contained in the Directive (old and new rules) by all audiovisual media service providers (TV broadcasters (linear services) and on-demand (non linear services) providers).

Following complaints from the public and Parliamentary questions and petitions, the attention of the Commission was drawn in the past years to the situation prevailing in certain Member States in respect of the rules on television advertising. In this context, the Commission has undertaken, in its capacity of guardian of the Treaty, to monitor the effective implementation and application in Member States of the rules of the Directive on television advertising. For this purpose, the Commission has utilised the services of a contractor whose task was notably to monitor how the rules laid down by the Directive on television advertising were implemented by the Member States and applied by the broadcasters under their jurisdiction.

Depending on the outcome of such monitoring, the Commission may ask the relevant Member States to take measures and, if appropriate, may initiate infringement proceedings, with the aim to reach an appropriate level of application of the rules in question⁶.

⁵ It has to be noted that the former restriction of 20% of the daily transmission time has been suppressed (former Article 18(1)) and is no longer applicable.

⁶ In 2007, two letters of formal notice were sent respectively to Spain and Italy following the results of such a monitoring report. See <http://europa.eu/rapid/pressReleasesAction.do?reference=IP/07/1902&format=HTML&aged=0&language=EN&guiLanguage=en> and <http://europa.eu/rapid/pressReleasesAction.do?reference=IP/07/1062&format=HTML&aged=0&language=EN&guiLanguage=en>

The present call for tenders aims at selecting a company that provides the Commission services, via a "Framework Service Contract" with the monitoring in respect of both the TWF rules and the new AVMS rules during the next one to four years.

For the first part of the contract duration, i.e. until end 2009, the monitoring referred to hereunder shall be carried out in respect of exclusively the TWF rules and related practices, while starting from the beginning of 2010, the monitoring will also concern the new AVMS rules.

2 OBJECTIVES

2.1 Overall objectives

For the Commission services the overall objective of the monitoring mentioned above is to ascertain whether the Member States comply with their obligations pursuant to the Directive in respect of the rules on audiovisual commercial communications, including advertising and teleshopping. More specifically, until the end of 2009, the aim of the study will be to determine if the Member States do all what is necessary in order to achieve the enforcement of the TWF rules (see above) by broadcasters under their jurisdiction. As from the beginning of 2010, the purpose of the study will be to determine if Member States comply with their obligation to ensure the compliance with all rules on audiovisual commercial communications contained in Chapter IIa (Article 3e-3g) and Chapter IV of the Audiovisual Media Services Directive.

2.2 Specific objectives

For the contractor the objectives will be to:

- Analyse and report on the implementation measures taken by the Member State concerned in respect of the relevant rules on audiovisual commercial communications contained in Chapter IIa (Article 3e-3g) and Chapter IV of the Audiovisual Media Services Directive; in this respect the contractor will look at the legal provisions (laws or administrative binding measures) as well as the self- and co-regulatory measures;
- Monitor all the programmes (linear services) of certain TV channels for certain periods and/or the audiovisual content put at the disposal of the consumers (non-linear services) by audiovisual service providers in order to identify all individual infringements of the rules mentioned above by broadcasters and providers, classify them in categories and present the overall results in a clear and coherent manner;
- Elaborate, on the basis of the overall results of the analysis concerning the implementation measures and the monitoring, its own evaluations of the actual implementation of the relevant rules of the Directive and of the measures taken by the Member State concerned to ensure the application of such rules by the audiovisual media service providers under its jurisdiction.

Additionally, the contractor will evaluate the measures taken by the Member State for which the monitoring is requested in respect of Article 3(7) of the Directive and will assess the effectiveness of the co- and/or self-regulatory mechanisms encouraged and/or established by that Member State and, if appropriate, assess the codes of conduct developed by audiovisual media service providers pursuant to Article 3e(2). In this context, the consultant shall notably refer to the indicators for an effective self-regulation suggested by the Commission⁷.

⁷ See the report published on: http://ec.europa.eu/consumers/overview/report_advertising_en.pdf

2.3 Tasks to be executed

The contractor will be required to provide country monitoring reports and, if necessary, additional analysis and reports concerning certain Member States in accordance with the specifications set in "Order forms" issued by the "Audiovisual and media policies" Unit of DG Information Society and Media. The country monitoring reports shall contain:

- a detailed analysis of the laws, regulations and administrative provisions brought into force by the member State concerned in order to comply with the rules of the Audiovisual Media Services Directive concerning Audiovisual commercial communications, including television advertising and teleshopping contained in Chapter IIa (Articles 3e-3g) and Chapter IV of the Audiovisual Media Services Directive. This analysis will also cover the existing self- and co-regulatory measures as well as the codes of conduct developed in accordance with Article 3e(2) of the Directive⁸;
- a monitoring of the compliance by broadcasters of the quantitative rules, namely the rules on duration – Article 18(1) – and the rules on insertion - article 11(2) with the production of the relevant evidence;
- a monitoring of the compliance by audiovisual media service providers of the qualitative rules⁹; with the production of the relevant evidence;
- an assessment of the effectiveness of the measures taken by the Member State concerned in order to ensure the application of both qualitative and quantitative rules.

For the monitoring and the identification of the possible infringements, the contractor will take stock individually of all infringements occurred during the period of reference, referring to, for this purpose, log files, spot lists, video recordings, programmes guides and schedules available. The identification of the infringement requires that the contractor records and examines all programmes including advertising and teleshopping scheduled by the monitored channels during the period of monitoring (24 hours a day) and identifies each individual breach of the relevant rules of the Directive. While the identification of infringements to quantitative rules relies on commonly shared and verifiable quantitative criteria¹⁰, the assessment of the compliance with some of the "qualitative" rules¹¹ may be subject to some cultural elements, which vary from country to country. However, while taking into account this cultural diversity, the consultant will constantly apply a common monitoring procedure and methodology with verifiable and reliable indicators. Such indicators and the relevant procedures will have to be indicated in the offer. The tenderer is required to identify and explain the monitoring methods, which are suitable for each of the rules in question and illustrate them with concrete examples.

⁸ Unless the Member State concerned has not implemented the provisions of the Audiovisual media Services Directive resulting from Directive 2007/65, this analysis will cover only the rules, which already existed in the Directive before and have remained in force after the adoption of Directive 2007/65.

⁹ Before the end of 2009, this analysis will only concern the broadcasters and will cover exclusively the TWF rules (as defined in point 1 of this technical description).

¹⁰ Experience shows however that it requires an examination of the substance of the audiovisual commercial communications, should they have been unduly treated by the Member States' legislation or competent authorities as a form of audiovisual commercial communication other than an advertising spot or teleshopping spot submitted to the hourly limit.

¹¹ Rules on audiovisual commercial communications including television advertising, other than Article 18(1) (hourly limit of advertising spots and teleshopping spots) and Article 11(2) concerning specific rules on insertion during certain programmes such as films, cinematographic works, news' and children's programmes.

For assessing the effectiveness of the measures taken by the Member State concerned in order to ensure the application of both qualitative and quantitative rules, the contractor shall carry out the "analysis":

- of the measures taken by the Member State concerned in order to comply with the rules of the Audiovisual Media Services Directive;
- of the measures taken by the Member State concerned in order to: (1) monitor the compliance with the rules, (2) have access to and (3) report on the data concerning individual infringement cases carried-out by the Member States competent authorities. Moreover the contractor shall analyse the efficiency of the Member State's infringement procedures (taking into account notably the duration, costs of the procedure and the nature of the sanctions applicable); where applicable, this analysis will embrace an assessment of the self-regulatory and/or co-regulatory systems available.

For the Member States for which a country monitoring report will be commissioned, the monitoring will cover a given period (one or two months starting at a certain date) and a given number of TV channels or on-demand services or both of them (see annex II A, B, C and D "Tables of prices" for possible combinations) in order to have a representative sample of the current practices.

The analysis and presentation of data will be prepared in a clear and coherent manner: a first part shall cover the analysis of the national measures, including, where applicable, the self- and co-regulatory measures and shall include an exhaustive presentation of the relevant sectors of the audiovisual industry covered by the monitoring; a second part shall cover the monitoring and the identification of the infringements; in a third and last part, the consultant shall draw conclusions, on the basis of its findings in the first and second parts, with an assessment of the effectiveness of the measures taken by the Member State concerned in order to ensure the application of both qualitative and quantitative rules.

In particular the second part should contain the following "monitoring" elements:

- an overview of the various forms of audiovisual commercial communications existing in the Member State concerned and a short description of their legal treatment (in particular whether an advertising technique is regarded as an advertising spot and is applied the hourly limit or not) and an indication whether this legal treatment is appropriate;
- an illustrated typology of the individual infringements on the various TV channels/on-demand services during the period under monitoring; their presentation shall be in two separate parts for qualitative rules and quantitative rules;
- tables showing in a clear, concise and consistent manner the number, type and gravity of infringements occurred on the various TV channels/on-demand services during the period under monitoring;
- a complete information with the pertaining log files and video illustrations of the various individual infringements on all TV channels/on-demand services during the period of monitoring;

The whole information and analysis carried out by the contractor for each country will be assembled in a report to be sent to the Commission according to the provisions of this framework contract.

The additional analysis and relevant reports shall concern tasks such as:

- further analysis of the laws, regulations and administrative provisions
- further analysis of the compliance record by broadcasters of the quantitative rules, namely the rules on duration – Article 18(1) – and the rules on insertion - article 11(2) with the production of the relevant evidence;
- further analysis of the compliance by audiovisual media service providers of the qualitative rules¹²; with the production of the relevant evidence;
- further analysis of the effectiveness of the measures taken by the Member State concerned in order to ensure the application of both qualitative and quantitative rules.

3 NATURE OF THE CONTRACT

The contract to be awarded will be a "Framework Service Contract.

A "Framework Contract" is a legal agreement between the Commission and the Contractor. It acts as a basis for possible future purchases of services by the Commission.

The "Framework Contract" does not constitute placement of an order but is merely designed to set the legal, financial, technical and administrative terms governing relations between the contracting parties during the contract term.

Orders may be placed solely on the basis of the order forms in accordance with the provisions of Annex III A and Annex III B to the Framework Service Contract in Annex 2 of the invitation to tender.

In the case that a future request for services would require similar services falling within the scope of these tender specifications, the tenderer will be correspondingly bound by the unit prices he provides for this call for tender.

Signature of the framework contract does not commit the Commission to placing orders and does not give the contractor any exclusive right regarding the services covered by the "Framework Contract". In any case, the Commission reserves the right, at any time during the framework contract, to cease placing orders, without the contractor having the right to any compensation.

4 DURATION

The duration of the framework service contract will be 12 months from the date of signature by the last contracting party; it will be renewed automatically up to three times under the same conditions, unless written notification of the contrary is sent by one of the contracting parties and received by the other, in accordance with the provisions set out in the draft Framework Service Contract in Annex 2 of the invitation to tender.

5 DELIVERABLES, MEETINGS AND TIMETABLE

The following deliverables and meetings may be ordered by the Commission through the issuance of an order form in accordance with Annex III to the Framework Contract.

¹² Before the end of 2009, this analysis will only concern the broadcasters and will cover exclusively the TWF rules (as defined in point 1 of this technical description).

5.1 Deliverables

5.1.1 Country monitoring reports

Order forms for country monitoring reports can be issued by the services of the Commission at any time during the validity of the Framework Service Contract, in accordance with the prices to be provided in Annexes 7A, 7B, 7C and 7D.

Monitoring activities shall not start before 30 days after the issue date of the Order form.

A kick-off meeting shall be organised by the Commission’s services at the Commission’s premises in Brussels within one month after the issuance of an Order form. During the meeting, administrative topics shall be discussed. The contractor shall prepare a kick-off meeting report with a summary of the outcomes of the kick-off meeting within two weeks after the date of the meeting.

A draft country monitoring report illustrating the tasks executed by the contractor (as for point 2.3 above) in accordance with the specifications (Member State, period of monitoring, TV channels and/or on-demand service providers to be monitored) of the relevant Order form (see annex III A of the draft Framework Service Contract) issued by the Commission services shall be delivered within three months after the expiry of the monitoring period.

A country monitoring meeting during which the contractor shall present the findings and preliminary conclusions shall be held within one month after the delivery of each draft country monitoring report. It shall be organised by the Commission’s services at the Commission’s premises in Brussels. The contractor shall finalise the country monitoring report on the basis of the outcomes of this meeting.

The final country monitoring report will be transmitted within one month after the country monitoring meeting.

| Month → Milestone ↓ | 0 | 1 | n | n+1 or n+2 | n+4 or n+5 | n+5 or n+6 | n+6 or n+7 |
|--|---|---|---|------------------|------------------|------------------|------------------|
| Date of issuance of the Order form | | | | | | | |
| Kick-off meeting and report | | | | | | | |
| Start of the monitoring tasks | | | | | | | |
| End of the monitoring period | | | | | | | |

| | | | | | | | |
|---------------------------------|--|--|--|--|--|--|--|
| Draft country monitoring report | | | | | | | |
| Country monitoring meeting | | | | | | | |
| Final Country monitoring report | | | | | | | |

5.1.2 Specific analysis and reports

In the context of administrative or legal proceedings against a Member State related to possible infringements identified in the country monitoring report, it is possible that additional legal or monitoring analysis will be necessary for a certain period of time to carry out precise tasks. Moreover, specific analysis concerning indicators, procedures, monitoring methods or any other issue relating to the tasks to be accomplished could prove necessary in the course of the contract

Should a need for a specific analysis and report arise, the Commission will specify the nature of the tasks to be carried out in a request for services submitted in accordance with Article I.4.2 of the draft Framework Contract. The contractor will submit his estimate of resources, priced with the unit prices to be provided in Annex 7E, in accordance with Article I.4.2 of the draft Framework Contract.

The Contractor shall put at the disposal of the Commission services the experts necessary to carry out the analysis required within one month from the date of the relevant Order form (see annex III B of draft Framework Service Contract) issued by the Commission services. A draft report illustrating the findings of the additional analysis shall be provided within one month after the last day scheduled in the Order form for carrying out such task. The final report on the specific analysis will be provided within one month after the relevant presentation meeting.

A meeting, during which the contractor shall present its findings and analysis, shall be held within one month after the transmission of the draft report on the specific analysis requested. It shall be organised by the Commission’s services at the Commission’s premises in Brussels. The contractor shall finalise the report on the basis of the outcomes of this meeting.

| Month → | 0 | n | n+x | n+x+1 | n+x+2 |
|--------------------------------------|---|---|-----|-------|-------|
| Milestone ↓ | | | | | |
| Date of issuance of the Order form | | | | | |
| Start of the specific analysis tasks | | | | | |
| End of the specific analysis tasks | | | | | |

| | | | | | |
|-----------------------------------|--|--|--|--|--|
| Draft report on specific analysis | | | | | |
| Meeting | | | | | |
| Final report on specific analysis | | | | | |

6 TERMS OF APPROVAL OF REPORTS

After reception of: each meeting report, each final country monitoring report and each final specific analysis report, as indicated in section 5.1 above, the Commission will have sixty calendar days in which:

- to approve them, with or without comments or reservations;
- to reject them and request new reports.

If the Commission does not react within this period, the report shall be deemed to be approved.

Where the Commission requests a new report because the one previously submitted has been rejected, this must be submitted within twenty calendar days. The new report shall likewise be subject to the same approval provisions given above.

PART 2: ADMINISTRATIVE DETAILS

1 ELIGIBILITY REQUIREMENTS

All the **requirements** related to the **submission and opening of the tenders** are detailed in the invitation to tender (see sections 2, 4 and 8 of the invitation to tender):

- *Address and deadline for submission of the tender*
- *Presentation of the offer and Packaging*
- *Opening of the Tenders*

2 ADMINISTRATIVE REQUIREMENTS

A service provider may consider submitting a tender as a single entity or decide to collaborate with other service providers to present a bid: either by submitting a joint tender or through subcontracting. Tenders may also combine both approaches.

2.1 Different ways to submit a tender

Please pay attention to options 1 to 4 below, which describe the different ways of submitting a tender, and make sure that all the documents and evidences required with respect to YOUR tender are submitted.

Option 1: Submission by **one tenderer: Private / Public entity / Individual.**

Option 2: Submission by **partners** as defined under section 2.2 below.
One must be designated as **lead partner/contractor**.

Option 3: Submission by **one tenderer with subcontractors** as defined under section 2.2 below

Option 4: Submission by **partners** (one must be designated as lead partner/contractor) **with subcontractors** as defined under section 2.2 below

2.2 Joint Tenders and Subcontracting

2.2.1 Joint tenders

In case of a joint tender submitted by a group of tenderers, these latter will be regarded as **partners**. If awarded the contract, they will have an equal standing towards the contracting authority in the execution of the contract.

The partnership may take the form of:

a) a **new legal entity** which will sign the contract with the Commission in case of award

or

b) a group of partners not constituting a new legal entity, who via a **power of attorney (Annex 5)**, signed by an authorised representative of each partner, designate one of the partners as

lead partner, and mandate him as lead contractor to sign the contract with the Commission in case of award.

In both cases, all partners shall be considered as tenderers and shall **assume joint and several liability towards the European Commission for the performance of the contract.**

2.2.2 Subcontracting

Subcontracting is a situation where a contract is to be established between the Commission and a service provider and where this service provider, in order to carry out the contract, enters into legal commitments with other legal entities for performing part of the tasks foreseen in the contract.

The tenderer submitting the tender, if awarded the contract, shall become the sole contractor and shall assume **full liability toward the European Commission for the performance of the contract as a whole.** The other service providers will be regarded as subcontractors.

The tenderer must indicate clearly in their methodology, which parts of the work will be sub-contracted, and the identity of all subcontractors.

Subcontracting is subject to the provisions of Article II.13 of the model contract annexed to the invitation.

2.3 Identification of the tenderer – List of Forms & Evidences Required

Options 1/2/3/4: Documents to be provided by the single tenderer or lead partner:

- Annex 1: Administrative identification form (filled in and signed by an authorised representative)
- Annex 2: Legal Entities form¹³ (filled in, signed by an authorised representative, and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)
- Annex 3: Financial Identification form¹⁴ (filled in and signed by an authorised representative of the tenderer and his banker)
- Annex 4: Exclusion criteria form (filled in and signed by an authorised representative)
- Legible copy of the statutes of the company (for public/private entities)
- Legible copy of an official document indicating the name of the authorised representatives empowered to sign contracts on behalf of the tenderer.

Options 2 and 4: documents to be provided by each partner

- Annex 1: Administrative identification form (filled in and signed by an authorised representative)
- Annex 2: Legal Entities form¹⁵ (filled in, signed by an authorised representative, and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)
- Annex 4: Exclusion criteria form (filled in and signed by an authorised representative)

¹³ A standard template in each EU language is available at:
http://ec.europa.eu/budget/execution/legal_entities_en.htm

¹⁴ A standard template in each EU language is available at: http://ec.europa.eu/budget/execution/ftiers_en.htm

¹⁵ A standard template in each EU language is available at:
http://ec.europa.eu/budget/execution/legal_entities_en.htm

- Annex 5: Power of attorney (filled in and signed by an authorised representative of each partner)
- Legible copy of the statutes of the company (for public/private entities)
- Legible copy of an official document indicating the name of the authorised representatives empowered to sign contracts on behalf of the tenderer.

Options 3 and 4: Documents to be provided by each subcontractor (if the sub-contractor is an **individual external expert** not part of the tenderer's staff, he will have to provide only the letter of intent in Annex 6)

- Annex 1: Administrative identification form (filled in and signed by an authorised representative)
- Annex 4: Exclusion criteria form (filled in and signed by an authorised representative)
- Annex 6: Letter of intent from each subcontractor (signed by an authorised representative) or external expert to confirm their willingness and availability to perform the tasks.

3 SIGNATURE OF THE TENDER

The signature of the tenderer's authorised representative or representatives (preferably in blue ink) on the administrative identification form (**Annex 1**) will be considered as the signature of the tender, binding the single tenderer or the group of partners to the terms included in the tender.

4 LAYOUT OF THE TENDER

All tenders must be clear, complete and consistent with all the requirements laid down in the tendering documents and **presented in 3 sections** as follows:

4.1 Administrative section

The documentary evidence required in accordance with part 2 section 2, section 3, section 5.1.3 and section 5.2 of the Tender Specifications must be included in the administrative section of the tender. **Tenders not including the necessary evidence may be rejected.**

4.2 Technical section

This section must address all the requirements laid down in Part 1 - Technical description of the tender specifications. Information included here will be used to conduct the qualitative assessment of the tenders on the basis of the technical award criteria listed in section 5.3 below.

4.3 Financial section

The price quoted must fulfil the following requirements:

- **Total** fixed prices expressed **in Euro** must be included in the tender in accordance with Annexes 7A, 7B, 7C, 7D and 7 E.
- The prices quoted must **be firm and not subject to revision.**
- Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJ L 152 of 13 July 1967), the Communities are exempt from all charges, taxes and dues. Such charges may not therefore be included in the calculation of the price quoted. **The VAT amount must be indicated separately.** VAT

exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

- The price quoted shall be subject to the terms set in Article I.3 of the model contract attached.

The price must fall within the scope of these tender specifications.

The part that the tenderer intends to subcontract shall be precisely indicated and detailed.

The estimated budget for the whole possible maximal duration, i.e. 4 years, of this framework contract will not exceed 2.5 Million Euros.

The Commission reserves itself the right to order the monitoring tasks during the entire duration of the contract and solely in accordance with its own needs.

The financial section must be submitted in a separate envelope, upon which shall be written the reference of the call for tender as indicated in the invitation, and with the clear mention "Financial section"

5 EVALUATION OF TENDERS

The evaluation of tenders will be done in accordance with the following subsequent steps:

- The Commission verifies that the **tenderer** is not in one of the situations covered by the exclusion criteria (first step, see section 5.1 below)
- The Commission verifies that the **tenderer** has the appropriate capacities to perform the contract on the basis of the selection criteria (second step, see section 5.2 below)
- The Commission assesses the **tender** on the basis of the award criteria (third step, see section 5.3 below).

5.1 Exclusion Criteria

5.1.1. Pursuant to Article 45(2) of Council Directive 2004/18/EC and to Article 93(1) of the Financial Regulation, the Commission will exclude tenderers from participation in the procurement procedure if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

- (e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation.

Points (a) to (d) of the first subparagraph shall not apply in the case of purchase of supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities, or from the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law.

For the purpose of the correct application of the above paragraph, the candidate or tenderer, whenever requested by the contracting authority, must:

- (a) where the candidate or tenderer is a legal entity, provide information on the ownership or on the management, control and power of representation of the legal entity,
- (b) where subcontracting is envisaged, certify that the subcontractor is not in one of the situations referred to in paragraph 1 of Article 93 of the Financial Regulation.

5.1.2. Pursuant to Article 45(2) of Council Directive 2004/18/EC and Article 94 of the Financial Regulation, a contract shall not be awarded to candidates or tenderers who, during the procurement procedure for this contract:

- (a) are subject to a conflict of interest;
- (b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information;
- (c) find themselves in one of the situations of exclusion, referred to in Article 93(1) of the Financial Regulation, for this procurement procedure.

5.1.3. Tenderers – including sub-contractors if any - shall provide a declaration on their honour (Annex 4), duly signed and dated, stating that they are not in one of the situations referred to in Article 93(1) or 94 of the Financial Regulation. The tenderers must undertake to inform the Commission, without delay, of any changes with regard to these situations after the date of submission of the tender.

5.1.4. In addition, for contracts of a value higher than EUR 133.000, ONLY the tenderer to whom the contract is to be awarded shall confirm the declaration by providing, within a time-limit defined by the contracting authority and preceding the signature of the contract, the following evidences (if the tender is proposed by partners, these evidences must be submitted by each partner):

- 1) The contracting authority shall accept as satisfactory evidence that the candidate or tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 93(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document, **issued less than 12 months before the date of the letter informing of the contract award** by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. The contracting authority shall accept, as satisfactory evidence that the candidate or tenderer is not in the situation described in point (d) of Article 93(1) of the Financial Regulation, a certificate by the competent authority of the State concerned, **issued less than 12 months before the date of the letter informing of the contract award**.
- 2) Where the document or certificate referred to in the first subparagraph is not issued in the country concerned and for the other cases of exclusion referred to in Article 93(1) of the Financial Regulation, it may be replaced by a sworn or, failing that, a solemn statement made

by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

Depending on the national legislation of the country in which the tenderer is established, the documents referred to in paragraphs 1) and 2) shall relate to legal persons and/or natural persons including, where considered necessary by the contracting authority, company directors or any person with powers of representation, decision-making or control in relation to the candidate or tenderer.

In case of doubt on the declaration on the honour provided by the subcontractor(s) in accordance with the indications of point 5.1.3 above, the contracting authority shall request the evidence referred to in points 1) and 2) above from the subcontractor(s).

5.1.5. Administrative and financial penalties

1. **By returning the form in Annex 4 duly signed and dated**, tenderers confirm that they have been notified of the following points: Each institution has a central database containing information on tenderers who have been in one of the situations described under 5.1.1 and 5.1.2 above. The sole purpose of this database is to ensure, in compliance with Community rules on the processing of personal data, that the above-mentioned cases of exclusion are applied correctly. Each institution has access to the databases of the other institutions.
2. In accordance with Article 96 of the Financial Regulation the contracting authority may impose administrative or financial penalties on the following:
 - (a) candidates or tenderers in the cases referred to in point (b) of Article 94 of the Financial Regulation;
 - (b) contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget.

In all cases, however, the contracting authority must first give the person concerned an opportunity to present his observations.

3. The penalties referred to in paragraph 2 shall be proportionate to the importance of the contract and the seriousness of the misconduct, and may consist in:
 - (a) exclusion of the candidate or tenderer or contractor from the contracts and grants financed by the Community budget for a maximum period of ten years; and/or
 - (b) the payment of financial penalties by the candidate or tenderer or contractor up to the value of the contract in question.
4. In accordance with Article 133 of the Regulation laying down the rules for the implementation of the Financial Regulation, the cases referred to in point e) of 5.1.1. above shall be the following:
 - (a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by Council Act of 26 July 1995 (OJ C 316, 27.11.1995, p. 48);
 - (b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997 (OJ C 195, 25.6.1997, p. 1);
 - (c) cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ L 351, 29.12.1998, p. 1);
 - (d) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ L 166 of 28 June 1991, p. 77).

5. Pursuant to article 133a of the Regulation laying down the rules for the implementation of the Financial Regulation, in order to determine duration of exclusion and to ensure compliance with the principle of proportionality, the institution responsible shall take into account in particular the seriousness of the facts, including their impact on the Communities' financial interests and image and the time which has elapsed, the duration and recurrence of the offence, the intention or degree of negligence of the entity concerned and the measures taken by the entity concerned to remedy the situation.

When determining the period of exclusion, the institution responsible shall give the candidate or tenderer concerned the opportunity to express their views.

Where the duration of the period of exclusion is determined, in accordance with the applicable law, by the authorities or bodies referred to in Article 95(2) of the Financial Regulation, the Commission shall apply this duration up to the maximum duration laid down in Article 93(3) of the Financial Regulation.

6. The period referred to in Article 93(3) of the Financial Regulation is set at a maximum of five years, calculated from the following dates:
 - (a) from the date of the judgment having the force of *res judicata* in the cases referred to in points (b) and (e) of Article 93(1) of the Financial Regulation;
 - (b) from the date on which the infringement is committed or, in the case of continuing or repeated infringements, the date on which the infringement ceases, in the cases referred to in Article 93(1)(c) of the Financial Regulation.

That period of exclusion may be extended to ten years in the event of a repeated offence within five years of the date referred to in points (a) and (b), subject to paragraph 5.

7. Candidates and tenderers shall be excluded from a procurement and grant procedure as long as they are in one of the situations referred to in points (a) and (d) of Article 93(1) of the Financial Regulation.
8. Pursuant to article 134b of the Regulation laying down the rules for the implementation of the Financial Regulation, without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have made false declarations, have made substantial errors or committed irregularities or fraud, or have been found in serious breach of their contractual obligations may be excluded from all contracts and grants financed by the Community budget for a maximum of five years from the date on which the infringement is established as confirmed following an adversarial procedure with the contractor.

That period may be extended to ten years in the event of a repeated offence within five years of the date referred to in the first subparagraph.

9. Tenderers or candidates who have made false declarations, have committed substantial errors, irregularities or fraud, may also be subject to financial penalties representing 2% to 10% of the total estimated value of the contract being awarded.

Contractors who have been found in serious breach of their contractual obligations may be subject to financial penalties representing 2% to 10% of the total value of the contract in question.

That rate may be increased to 4% to 20% in the event of a repeat infringement within five years of the date referred to in the first subparagraph of paragraph 8.

The institution shall determine the administrative or financial penalties taking into account in particular the elements referred to in Article 133a(1) of the Regulation laying down the rules for the implementation of the Financial Regulation.

5.2 Selection criteria

The following selection criteria will be used to select the tenderers. If the tender is submitted by partners (as defined under section 2.2 above) these selection criteria must be fulfilled by each partner.

Documentary evidence of the tenderers' claims in respect of the selection criteria is required as indicated below. The tender should also include any other document that the tenderer(s) wish(es) to include by way of clarification.

5.2.1 Professional information

| | |
|-----------------------|---|
| Criterion: | Enrolment in one of the professional or trade registers in the country of establishment |
| Documentary evidence: | Declaration or certificate of enrolment in one of the professional or trade registers in the country of establishment |

5.2.2 Financial and economic capacity

| | |
|-----------------------|---|
| Criterion: | Sufficient financial and economic standing |
| Documentary evidence: | Annual income statements and balance sheets or extracts there from for the last three financial years |

If, for some exceptional reason which the Commission considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document which the Commission considers appropriate. In any case, the Commission must at least be notified of the exceptional reason and its justification in the tender. The Commission reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

5.2.3 Technical background

| | |
|-----------------------|---|
| Criterion: | Relevant expertise of the tenderer and other applicants, including subcontractors if any, acquired since at least 1/1/2005, in the field of monitoring and measurement of advertising and legal analysis of relevant regulatory frameworks (TWF and AVMS Directives at EU level; laws, regulations, administrative provisions, self- and co-regulatory measures and codes of conduct at national level) |
| Documentary evidence: | List of contracts and statement of turnover from contracts in the field of TV programs and TV advertising monitoring and legal analysis during the last three financial years or currently being performed, with their respective values. |

| | |
|------------|---|
| Criterion: | Experience and technical knowledge of the members of the proposed team in the field of monitoring and measurement of advertising and legal analysis of relevant |
|------------|---|

| | |
|-----------------------|--|
| | regulatory frameworks (TWF and AVMS Directives at EU level; laws, regulations, administrative provisions, self- and co-regulatory measures and codes of conduct at national level) |
| Documentary evidence: | Concise but informative curricula vitae of team members, demonstrating professional experience in the field of monitoring and measurement of advertising and legal analysis of relevant regulatory frameworks since, at least, 1/1/2005. |

| | |
|-----------------------|--|
| Criterion: | Management capability |
| Documentary evidence: | List of contracts of a value of at least 1 000 000 € performed since, at least, 1/1/2005 |

| | |
|-----------------------|--|
| Criterion: | Technical capacity of the tenderer (together with its subcontractors, if it is the case) to carry out the requested tasks in each Member State |
| Documentary evidence: | Detailed description of the operational structures to carry out the tasks (including subcontractor, if it is the case) in each Member State or equivalent centralised structures |

5.3 Award criteria

5.3.1 Technical award criteria

The tenders will be qualitatively assessed on the basis of the technical award criteria and respective scores listed below:

| <u>Technical award criterion</u> | <u>Maximum score/weighting</u> | <u>Threshold</u> |
|--|--------------------------------|------------------|
| 1. Understanding of the tasks required - Understanding of the context and the objectives of the call for tenders. - Understanding of the rules on television advertising and audiovisual commercial communications contained in the TWF and AVMS Directives against which the compliance of the operators shall be monitored. - Understanding of the several forms of audiovisual commercial communications covered by the TWF and AVMS Directives and subject to the monitoring; identification of suitable definitions for each of these audiovisual commercial communications; (All the sub-criteria above are of equal relative importance) | 20 | 10 |
| 2. Technical quality of the tender | 60 | 30 |

| | | |
|--|-------------------|------------------|
| <ul style="list-style-type: none"> - Methodology proposed in order to provide for a detailed and clear analysis of the laws, regulations and administrative provisions brought into force by the Member State concerned in order to comply with the rules of the TWF and AVMS Directives and methodology for providing a detailed and clear analysis of complementary measures such as self-regulatory mechanisms. - Detailed methodology proposed for the monitoring of the compliance by TV broadcasters of the quantitative rules, namely the rules on duration – Article 18(1) – and the rules on insertion - article 11(2). - Detailed methodology proposed for the monitoring of the compliance by TV broadcasters and on-demand service providers of the “qualitative rules”: this requires a substantial presentation of relevant and – preferably – experimented monitoring methods, which are suitable for each of the rules in question together with an illustration with concrete examples. <p>(All the sub-criteria above are of equal relative importance)</p> | | |
| <p>3. Quality of proposed reporting requirements and organisational arrangements</p> <ul style="list-style-type: none"> - Completeness of the information to be provided in each country monitoring report including legal analysis; quality and clarity of the presentation/layout of the information included in each country monitoring report. A mock-up country monitoring report presenting the structure and layout of these reports must be provided in view of assessing this sub-criterion. - Quality of the organisational arrangements and control mechanisms in order to ensure a timely execution of the monitoring and reporting tasks. <p>(All the sub-criteria above are of equal relative importance)</p> | <p>20</p> | <p>10</p> |
| <p>TOTAL</p> | <p>100</p> | |

Minimum score per criterion (threshold):

Tenders scoring less than 50% of the maximum score for any technical award criterion will be considered of insufficient quality and rejected.

Minimum total score (threshold):

Tenders with a total score of less than 60 points at the end of the evaluation process will be considered of insufficient quality and rejected.

5.3.2 Price

The price quoted must comply with the requirements laid down in Part 2 - section 4.3 above.

For the purpose of awarding the contract, the total price of the tender will be established as follows:

1) Price of Deliverable 5.1.1: All the prices for the country monitoring reports listed in Annex 7A, 7B, 7C and 7D will be summed together. The total obtained will be divided by a factor of 50, and considered as price of Deliverable 5.1.1.

2) Price of Deliverable 5.1.2: A total of 50 man/days per each of the professional profiles priced in accordance with Annex 7E (Senior legal expert; Junior legal expert; Monitoring expert) will be summed together, and considered as price of Deliverable 5.1.2.

The total price of the tender will be the sum of the prices of Deliverable 5.1.1 and Deliverable 5.1.2 calculated as per steps 1) and 2) here above.

6 AWARD OF THE CONTRACT

The Contract shall be awarded to the tender offering the best value for money, which will be the one with the best quality/price ratio, taking into account the award criteria listed in section 5.3.1. The qualitative score obtained for the technical award criteria will be divided by the total price of the tender as calculated under point 5.3.2.

7 PAYMENT AND STANDARD CONTRACT

- Payments under the contract shall be made in accordance with articles I.4 and II.4 of the model contract attached.
- Depending on the financial solidity of the tenderer, payment of the pre-financing may be made conditional upon the furnishing by the Contractor of a financial guarantee.
- In any case, a financial guarantee shall be required for the payment of pre-financing exceeding EUR 150.000. The guarantee shall be supplied by a bank or an authorised financial institution. The guarantee shall be denominated in Euro. The guarantee shall be released as and when the pre-financing is deducted from interim payments or payments of balances to the contractor in accordance with the terms of the contract.

8 VALIDITY OF THE TENDER

Period of validity of the tender shall be nine months from the closing date for submission of the tender given above.

9 ADDITIONAL PROVISIONS

- Changes to tenders will be accepted only if they are received on or before the final date set for the receipt of tenders.
- Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.
- No information of any kind will be given on the state of progress with regard to the evaluation of tenders.

- All documents submitted by tenderers will become property of the Commission and will be regarded as confidential.

10 LIQUIDATED DAMAGES: SEE ARTICLE II.16 OF THE MODEL CONTRACT

11 NO OBLIGATION TO AWARD THE CONTRACT

Initiation of a tendering procedure imposes no obligation on the Commission to award the contract. Should the invitation to tender cover several items or lots, the Commission reserves the right to award a contract for only some of them. The Commission shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

In the case of "Framework Contracts" individual "Order Forms" (Annex III of Draft Contract) covering single parts of the tasks will be issued. The Commission shall not be liable for any compensation if it decides not to issue any such "order forms"

12 RESULTS

The results of the service must be forwarded to the Commission of the European Communities in Brussels. **The copyright will belong to the Commission;** the Commission will in particular have the right to publish the results.

13 DISCLAIMER

The following sentence is to be prominently displayed on the cover of each working paper and the final report of the study. The disclaimer should also be incorporated into the introduction of each working paper and final report.

| |
|--|
| <p>The opinions expressed in this study are those of the authors and do not necessarily reflect the views of the European Commission.</p> |
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PART 3: ANNEXES

ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM

| | |
|--|--|
| <u>TENDERER'S ID</u> | |
| Name | |
| Legal form | |
| Date of registration | |
| Country of registration | |
| Registration number | |
| VAT number | |
| Address of registered office | |
| Contact address (if different) | |
| URL | |
| <u>AUTHORISED REPRESENTATIVE(S)¹⁶</u> | |
| | |
| <u>CONTACT PERSON</u> | |
| Name | |
| Forename | |
| Position | |
| Telephone | |
| Fax | |
| Email | |
| <u>DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):</u> I, the undersigned, certify that the information given in this tender is correct and that the tender is valid. | |

Place and date:

Name (in capital letters) and signature:

¹⁶ Please include the names of the legal representative(s) whose contract signature is required in accordance with the statutes of the organisation and the official document to be provided under section 2.3

ANNEX 2: LEGAL ENTITIES FORM

As required in PART II under section 2.3 of the tender specifications.

A standard template in each EU language is available at:

http://ec.europa.eu/budget/execution/legal_entities_en.htm

ANNEX 3: BANK IDENTIFICATION FORM

As required in PART II under section 2.3 of the tender specifications

A standard template in each EU language is available at:

http://ec.europa.eu/budget/execution/ftiers_en.htm

ANNEX 4: EXCLUSION CRITERIA FORM

MONITORING OF THE APPLICATION OF THE COMPLIANCE BY AUDIOVISUAL MEDIA SERVICE PROVIDERS IN THE MEMBER STATES WITH THE PROVISIONS OF CHAPTER IIA (ARTICLE 3E-3G) AND CHAPTER IV OF THE AUDIOVISUAL MEDIA SERVICES DIRECTIVE (FRAMEWORK CONTRACT),

SMART 2008/0001

The undersigned (authorised representative of the tenderer):

.....

Name of the company/organisation:

Legal address:

Registration number:

VAT Number:

Declares on his honour that the company or organisation that he represents:

- is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- has not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;
- has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- has fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- has not been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- is not currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation.

In addition, the undersigned declares on his honour:

- that on the date of submission of the tender, the company or organisation he represents and the staff proposed for this tender are not subject to a conflict of interests in the context of this invitation to tender; he undertakes to inform the Commission without delay of any change in this situation which might occur after the date of submission of the tender;
- that the information provided to the Commission within the context of this invitation to tender is accurate, truthful and complete.

By signing this form, the undersigned acknowledges that he is aware of the administrative and financial penalties described under 5.1.5 of the specifications.

Place and date:

Name (in capital letters) and signature:

ANNEX 5: POWER OF ATTORNEY

MANDATING ONE OF THE PARTNERS IN A JOINT TENDER AS LEAD PARTNER
AND LEAD CONTRACTOR
(to be filled in and signed by each of the partners in a joint tender)

The undersigned:

– Signatory (Name, Function, Company, Registered address, VAT Number)

having the legal capacity required to act on behalf of his/her company,

HEREBY AGREES TO THE FOLLOWING:

- 1) To submit a tender as a partner in the group of partners constituted by **Company 1, Company 2, Company N**, and led by **Company X**, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.
- 2) If the European Commission awards the Contract to the group of partners constituted by **Company 1, Company 2, Company N**, and led by **Company X** on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:
 - (a) All partners shall be jointly and severally liable towards the European Commission for the performance of the Contract.
 - (b) All partners shall comply with the terms and conditions of the Contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the Contract.
- 1) Payments by the European Commission related to the services and/or supplies subject to the Contract shall be made through the lead partner's bank account: **[Provide details on bank, address, account number]**.
- 2) The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:
 - (a) The lead partner shall submit the tender on behalf of the group of partners.
 - (b) The lead partner shall sign any contractual documents — including the Contract, and Amendments thereto — and issue any invoices related to the Services on behalf of the group of partners.
 - (c) The lead partner shall act as a single contact point with the European Commission in the delivery of the services and/or supplies subject to the Contract. It shall co-ordinate the delivery of the services and/or supplies by the group of partners to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present power of attorney shall be subject to the European Commission's express approval. This power of attorney shall expire when all the contractual obligations of the group of partners towards the European Commission for the delivery of the services and/or supplies subject to the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission's consent.

Signed in on **[dd/mm/yyyy]**

Place and date:

Name (in capital letters), function, company and signature:

ANNEX 6: LETTER OF INTENT FOR SUB-CONTRACTORS AND EXTERNAL EXPERTS

Monitoring of the application of the compliance by audiovisual media service providers in the Member States with the provisions of Chapter IIa (Article 3e-3g) and Chapter IV of the Audiovisual Media Services Directive (framework contract)

The undersigned:

Name of the company/organisation:

Address:

Option 1: Company/Organisation

Declares hereby that, in case the contract is awarded to [name of the tenderer], the company/organisation that he/she represents, intends to collaborate in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract.

Option 2: External individual expert

Declares hereby that, in case the contract is awarded to [name of the tenderer], he/she intends to collaborate in an individual capacity as an external expert in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract.

Place and date:

Name (in capital letters) and signature:

ANNEX 7A: PRICES FOR DELIVERABLE 5.1.1 - COUNTRY MONITORING REPORTS - TV CHANNELS, “TWF DIRECTIVE RULES”

| Prices per Country | 30 days of monitoring for 3 TV channels “TWF Directive rules” | 30 days of monitoring for 5 TV channels “TWF Directive rules” | 30 days of monitoring for 7 TV channels “TWF Directive rules” | 60 days of monitoring for 3 TV channels “WF Directive rules” | 60 days of monitoring for 5 TV channels “TWF Directive rules” | 60 days of monitoring for 7 TV channels “TWF Directive rules” |
|--------------------|--|--|--|---|--|--|
| Austria | | | | | | |
| Belgium | | | | | | |
| Bulgaria | | | | | | |
| Cyprus | | | | | | |
| Czech Republic | | | | | | |
| Denmark | | | | | | |
| Estonia | | | | | | |
| Finland | | | | | | |
| France | | | | | | |
| Germany | | | | | | |
| Greece | | | | | | |
| Hungary | | | | | | |
| Ireland | | | | | | |
| Italy | | | | | | |
| Latvia | | | | | | |
| Lithuania | | | | | | |
| Luxembourg | | | | | | |
| Malta | | | | | | |
| Netherlands | | | | | | |
| Poland | | | | | | |
| Portugal | | | | | | |
| Romania | | | | | | |

| | | | | | | |
|----------------|--|--|--|--|--|--|
| Slovakia | | | | | | |
| Slovenia | | | | | | |
| Spain | | | | | | |
| Sweden | | | | | | |
| United Kingdom | | | | | | |
| TOTAL | | | | | | |

ANNEX 7B: PRICES FOR DELIVERABLE 5.1.1 - COUNTRY MONITORING REPORTS - TV CHANNELS, “ALL RULES ON AUDIOVISUAL COMMERCIAL COMMUNICATIONS, INCLUDING TELEVISION ADVERTISING” OF AVMS DIRECTIVE”

| Prices per Country | 30 days of monitoring for 3 TV channels "All rules on audiovisual commercial communications, including television advertising, of AVMS Directive" | 30 days of monitoring for 5 TV channels "All rules on audiovisual commercial communications, including television advertising, of AVMS Directive" | 30 days of monitoring for 7 TV channels "All rules on audiovisual commercial communications, including television advertising", of AVMS Directive | 60 days of monitoring for 3 TV channels "All rules on audiovisual commercial communications, including television advertising", of AVMS Directive | 60 days of monitoring for 5 TV channels "All rules on audiovisual commercial communications, including television advertising", of AVMS Directive | 60 days of monitoring for 7 TV channels "All rules on audiovisual commercial communications, including television advertising", of AVMS Directive |
|--------------------|--|--|--|--|--|--|
| Austria | | | | | | |
| Belgium | | | | | | |
| Bulgaria | | | | | | |
| Cyprus | | | | | | |
| Czech Republic | | | | | | |
| Denmark | | | | | | |
| Estonia | | | | | | |
| Finland | | | | | | |
| France | | | | | | |
| Germany | | | | | | |
| Greece | | | | | | |
| Hungary | | | | | | |
| Ireland | | | | | | |
| Italy | | | | | | |
| Latvia | | | | | | |
| Lithuania | | | | | | |
| Luxembourg | | | | | | |

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|----------------|--|--|--|--|--|--|
| Malta | | | | | | |
| Netherlands | | | | | | |
| Poland | | | | | | |
| Portugal | | | | | | |
| Romania | | | | | | |
| Slovakia | | | | | | |
| Slovenia | | | | | | |
| Spain | | | | | | |
| Sweden | | | | | | |
| United Kingdom | | | | | | |
| TOTAL | | | | | | |

ANNEX 7C: PRICES FOR DELIVERABLE 5.1.1 - COUNTRY MONITORING REPORTS - ON-DEMAND SERVICES, "ALL RULES ON AUDIOVISUAL COMMERCIAL COMMUNICATIONS, INCLUDING TELEVISION ADVERTISING" OF AVMS DIRECTIVE"

| Prices per Country | 30 days of monitoring for 3 on-demand services "All rules on audiovisual commercial communications, including television advertising, of AVMS Directive" | 30 days of monitoring for 5 on-demand services "All rules on audiovisual commercial communications, including television advertising, of AVMS Directive" | 30 days of monitoring for 7 on-demand services "All rules on audiovisual commercial communications, including television advertising", of AVMS Directive | 60 days of monitoring for 3 on-demand services "All rules on audiovisual commercial communications, including television advertising", of AVMS Directive | 60 days of monitoring for 5 on-demand services "All rules on audiovisual commercial communications, including television advertising", of AVMS Directive | 60 days of monitoring for 7 on-demand services "All rules on audiovisual commercial communications, including television advertising", of AVMS Directive |
|--------------------|--|--|--|--|--|--|
| Austria | | | | | | |
| Belgium | | | | | | |
| Bulgaria | | | | | | |
| Cyprus | | | | | | |
| Czech Republic | | | | | | |
| Denmark | | | | | | |
| Estonia | | | | | | |
| Finland | | | | | | |
| France | | | | | | |
| Germany | | | | | | |
| Greece | | | | | | |
| Hungary | | | | | | |
| Ireland | | | | | | |
| Italy | | | | | | |
| Latvia | | | | | | |
| Lithuania | | | | | | |
| Luxembourg | | | | | | |

| | | | | | | |
|----------------|--|--|--|--|--|--|
| Malta | | | | | | |
| Netherlands | | | | | | |
| Poland | | | | | | |
| Portugal | | | | | | |
| Romania | | | | | | |
| Slovakia | | | | | | |
| Slovenia | | | | | | |
| Spain | | | | | | |
| Sweden | | | | | | |
| United Kingdom | | | | | | |
| TOTAL | | | | | | |

ANNEX 7D: PRICES FOR DELIVERABLE 5.1.1 - COUNTRY MONITORING REPORTS - TV CHANNELS & ON-DEMAND SERVICES “ALL RULES ON AUDIOVISUAL COMMERCIAL COMMUNICATIONS, INCLUDING TELEVISION ADVERTISING” OF AVMS DIRECTIVE”

| Prices per Country | 30 days of monitoring for 3 TV channels + 3 on-demand services "All rules on audiovisual commercial communications, including television advertising, of AVMS Directive" | 30 days of monitoring for 5 TV channels + 5 on-demand services "All rules on audiovisual commercial communications, including television advertising, of AVMS Directive" | 30 days of monitoring for 7 TV channels + 7 on-demand services "All rules on audiovisual commercial communications, including television advertising", of AVMS Directive | 60 days of monitoring for 3 TV channels + 3 on-demand services "All rules on audiovisual commercial communications, including television advertising", of AVMS Directive | 60 days of monitoring for 5 TV channels + 5 on-demand services "All rules on audiovisual commercial communications, including television advertising", of AVMS Directive | 60 days of monitoring for 7 TV channels + 7 on-demand services "All rules on audiovisual commercial communications, including television advertising", of AVMS Directive |
|--------------------|---|---|---|---|---|---|
| Austria | | | | | | |
| Belgium | | | | | | |
| Bulgaria | | | | | | |
| Cyprus | | | | | | |
| Czech Republic | | | | | | |
| Denmark | | | | | | |
| Estonia | | | | | | |
| Finland | | | | | | |
| France | | | | | | |
| Germany | | | | | | |
| Greece | | | | | | |
| Hungary | | | | | | |
| Ireland | | | | | | |
| Italy | | | | | | |
| Latvia | | | | | | |
| Lithuania | | | | | | |

| | | | | | | |
|----------------|--|--|--|--|--|--|
| Luxembourg | | | | | | |
| Malta | | | | | | |
| Netherlands | | | | | | |
| Poland | | | | | | |
| Portugal | | | | | | |
| Romania | | | | | | |
| Slovakia | | | | | | |
| Slovenia | | | | | | |
| Spain | | | | | | |
| Sweden | | | | | | |
| United Kingdom | | | | | | |
| TOTAL | | | | | | |

ANNEX 7E: UNIT PRICES FOR DELIVERABLE 5.1.2 - SPECIFIC ANALYSIS AND REPORTS

| <u>Unit price</u> <u>Staff category</u> | <u>All-inclusive price per day (€)</u> |
|--|--|
| <u>Senior Legal Expert</u> | |
| <u>Junior Legal Expert</u> | |
| <u>Monitoring Expert</u> | |